

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HEBEI MIGHTY SYNTHETIC RUBBER AND
PLASTIC CO. LTD.,

Case No. 21-cv-10674 (PAE)

Petitioner,
-against-

GLOBAL SYN-TURF, INC.,

Respondent.

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Ruofei Xiang, hereby declares as follows:

1. I am an attorney with the law firm Mazzola Lindstrom LLP, attorneys for Petitioner Hebei Mighty Synthetic Rubber and Plastic Co. Ltd.
2. Petitioner commenced this action against Respondent Global Syn-Turf, Inc. on December 14, 2021 (Dkt. 1) to confirm an arbitration award in favor of Petitioner. A copy of the Petition with supporting exhibits is attached hereto as Exhibit 1.
3. Respondent was served on April 18, 2022, through personal service with Respondent's agent for service designated under Rule 307 BCL and by mailing a copy of the Petition and Summons at the Respondent's last known business address. (Dkt. 9).
4. Petitioner filed an affidavit of service on April 25, 2022. (Dkt. 9). A copy of the affidavit of service is attached hereto as Exhibit 2.
5. Respondent's answer was due on May 9, 2022. Respondent failed to answer the complaint or otherwise move and failed to seek an extension.
6. Petitioner requested a Certificate of Default against Respondent, which was granted by the Clerk of the Court on August 2, 2022. (Dkt. 13). A copy of the Certificate of Default is attached hereto as Exhibit 3.

7. Respondent is a corporation, and is not an infant or incompetent, or presently in the military service of the United States.

8. This is an action to confirm a final arbitration award rendered on May 17, 2021 (“Final Award”) by the International Center for Dispute Resolution, in full adjudication of all claims submitted to arbitration.

9. The Final Award awarded Petitioner the following: 1) contractual damages in the amount of \$130,788.00, 2) costs of arbitration and legal fees in the amount of \$312,046.71, and 3) reimbursement by Respondent to Petitioner in the amount of \$23,378.75. The Final Award also awarded Petitioner interest at the statutory rate of 9% per annum on all monetary sums awarded above (except for the reimbursement of \$28,378.75, in respect of which interest will run 30 days from the date of payment by Petitioner) from 30 days from the date of the Final Award until payment is made in full.

10. As the Final Award clearly specifies the monetary amount awarded to Petitioner, an inquest into damages is unnecessary.

11. Upon application of a party to an arbitration award made pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (“Convention”) and the implementing provisions of the Federal Arbitration Act (the “FAA”), a district court shall confirm the award as against any other party to the arbitration, unless the court finds one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the Convention. 9 U.S.C. § 207. The party opposing the petition to confirm the award bears the burden of establishing the existence of one of the grounds for refusal to recognize and enforce the award. *Compagnie Noga D'Importation Et D'Exportation v. Russian Fed'n*, 361 F.3d 676, 683 (2d Cir. 2004).

12. While Respondent is represented by an attorney on other matters related to Petitioner, Respondent's counsel has not been authorized to represent Respondent in this particular action.

13. Respondent failed to make any appearance in this action.

14. Plaintiff requests that default judgment be entered in favor of Petitioner and against Respondent for the total monetary amount of \$471,213.46, plus interest in accordance with the Final, and such other and further relief as the Court may deem appropriate.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief.

Dated: New York, New York
August 8, 2022

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